

**EX A TO RESOLUTION NO. 18.114**

A. G. Contract No. KR98 1812TRN  
COT Contract No.  
ADOT ECS File: JPA 98-134  
Project: STP-900-0(189)/H5089 04X  
Section: FY98 - 99 Traffic and  
Congestion Public Information System  
**CITY OF TUCSON CONTRACT NO. 0153-98**

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF TUCSON**

THIS AGREEMENT is entered into 25 September, 1998,  
pursuant to Arizona Revised Statutes Section 11-952 through 11-954 as  
amended, between the STATE OF, acting by and through its DEPARTMENT OF  
TRANSPORTATION (the "State") and the CITY OF TUCSON, acting by and  
through its MAYOR and CITY COUNCIL (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The Federal Government has made funds available to the State for the use of the City to conduct the Traffic and Congestion Public Information System program. The State and the City desire to define their respective responsibilities relating to the transfer of up to \$243,766.00 thru the State to the City and the expenditure thereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22697  
Filed with the Secretary of State  
Date Filed: 09/25/98

Betty Bayless  
Secretary of State

W. V. Greenwood  
By \_\_\_\_\_

## II. SCOPE

### 1. The State will:

Provide the City federal funds in the amount of up to \$243,766.00, on a monthly cost reimbursement basis for activities performed relating to the Traffic and Congestion Public Information System program.

### 2. The City will:

a. Apply funding to project work activities in strict accordance with applicable Federal and State laws, rules and regulations.

b. Conduct related work activities generally in accordance with Attachment A, which is incorporated herein and made a part hereof. Be responsible for any claims for extra compensation.

c. Provide the required \$14,734.00 match in funds or in-kind services, and invoice the State for reimbursement no more often than monthly, supported by narrative reports, in a total amount not to exceed \$243,766.00.

## III. MISCELLANEOUS PROVISIONS

1. The only interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the City by reason of State and Federal law under which funds for the activities are authorized to be expended.

2. This agreement is contingent upon the availability of federal funds to support the program, and shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the State.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Tucson  
Transportation Director  
PO Box 27210  
Tucson, AZ 85726-7210

9. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

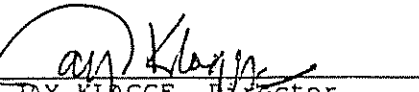
CITY OF TUCSON

STATE OF ARIZONA  
Department of Transportation

By

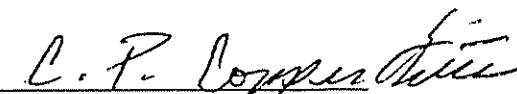
  
GEORGE MILLER  
Mayor

By

  
JAY KLAGGE, Director  
Transportation Planning

ATTEST

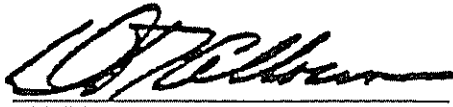
By

  
for KATHLEEN S. DETRICK  
City Clerk

RESOLUTION

BE IT RESOLVED on this 3rd day of August 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for conducting the FY98 - 99 Traffic and Congestion Public Information System program.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager  
Engineering Technical Group  
for Mary E. Peters, Director

ADOPTED BY THE  
MAYOR AND COUNCIL  
SEP 08 1998

RESOLUTION NO. 18114

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FUNDING FROM THE TRANSPORTATION EQUITY ACT FOR THE 21<sup>st</sup> CENTURY (TEA21) FOR THE CITY'S TRAFFIC AND CONGESTION PUBLIC INFORMATION SYSTEM.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the Arizona Department of Transportation for funding from the Transportation Equity Act for the 21<sup>st</sup> Century (TEA21) for the City's Traffic and Congestion Public Information System, attached hereto as Exhibit A, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Intergovernmental Agreement for and on behalf of the City of Tucson and the City Clerk is directed to attest the same.

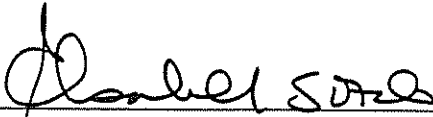
SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 17 day of Aug, 1998.

  
\_\_\_\_\_  
City Attorney

**CATEGORY 900 - Regional Planning and Coordination****SUBCATEGORY 903 - Data Development and Information Management**

Pima Association of Governments  
Thomas L. Swanson

**Work Element:** 903.06 Traffic and Congestion Public Information System

**Objective(s):** Continue development of the Traffic and Congestion Public Information System (formerly work element 601.17) to include hardcopy roadway plans, blue stake information, and survey data. Increase capacity to provide storage and data sharing services for regional municipalities through the Traffic and Congestion Public Information System.

**Product(s):** Transportation Data Electronic Storage System.

**Related Work:** Integration of Transportation Model and GIS (602.09)  
Transportation Improvement Program (604.01)  
Management System Development (604.05)  
Regional Intelligent Transportation Systems Improvement Planning (604.06)  
Transportation System Data Management (602.02)  
Mobility Management Plan (604.08)

**Anticipated Impact:** Improve agency responsiveness to public and government requests for transportation data, as well as improve communication, cooperation and decision making with and between jurisdictions by providing data access from a centralized electronic storage system. Improve regional roadway management, data management, and regional collaboration through electronic data sharing mechanisms. Reduce congestion and promote air quality for our community.

**Task(s):**

- A. Procure hardware and software for electronic digitizing and internet storage.
- B. Identify and solicit community data sources for inclusion into system.
- C. Promote public and regional usage.
- D. Maintain system with regular updates.

FUNDING SOURCE	AMOUNT	AGENCY	COST	APPROX. MONTHS
STP	243,766	TDOT	258,500	36
LOCAL	14,734			
TOTAL	258,500	TOTAL	258,500	



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2997

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-1812TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE September 21, 1998.

GRANT WOODS  
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/15393

Enc.